

EXHIBIT 22

Redacted Excerpts of Deposition of Brandon Vera

Page 1

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon)
Fitch, Brandon Vera, Luis Javier)
Vazquez, and Kyle Kingsbury on)
behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
)
vs.) Case No. 2:15-cv-
) 01045-RFB-(PAL)
Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and UFC,)
)
Defendants.)
)

DEPOSITION OF BRANDON VERA

Taken at the Offices of Boies, Schiller & Flexner
300 South 4th Street, Suite 800
Las Vegas, Nevada

On Thursday, February 16, 2017
At 9:11 a.m.

Reported by: Jane V. Efaw, CCR #601, RPR

<p style="text-align: right;">Page 34</p> <p>1 fighter/world-renowned jui-jitsu guy. We met at 2 Abu-Dhabi for the Abu-Dhabi trials. He liked 3 training with me so much he invited me to San Diego. 4 When I came out to San Diego, that's when I met Mark 5 Dion. He owned City Boxing. I flew home. They flew 6 me back out to come train one more time, and then 7 when I came out the second time, that's when they 8 offered me a job and asked me to stay.</p> <p>9 Q. What kind of job did they offer you?</p> <p>10 A. They wanted me to teach, help coach and 11 fight for the gym.</p> <p>12 Q. Boxing?</p> <p>13 A. No, sir. MMA.</p> <p>14 Q. Okay.</p> <p>15 A. MMA or Muay Thai. I don't remember which 16 one it was.</p> <p>17 Q. Do you remember generally when that was?</p> <p>18 A. No, sir. Whenever I moved to California. I 19 don't know.</p> <p>20 Q. And was Mark, or was Mr. Dion a trainer, or 21 just an owner of the gym, or what was his role?</p> <p>22 MR. DELL'ANGELO: Objection. Compound.</p> <p>23 THE WITNESS: Mark Dion was the owner.</p> <p>24 BY MR. SKAGGS:</p> <p>25 Q. The owner. But he wasn't a coach or</p>	<p style="text-align: right;">Page 36</p> <p>1 bout?</p> <p>2 A. I don't know. I would have to look at my 3 record.</p> <p>4 Q. Does Excalibur Extreme Fight Challenge ring 5 a bell?</p> <p>6 A. That sounds right. What year was that, sir?</p> <p>7 Q. 2002. Does that sound accurate?</p> <p>8 A. Yes, sir.</p> <p>9 Q. And do you remember how you got involved in 10 fighting for Excalibur?</p> <p>11 A. I think they asked if somebody wanted to 12 fight, and I said yes. I think it was that simple.</p> <p>13 Q. Did they ask you or Mr. Dion or someone 14 else?</p> <p>15 MR. DELL'ANGELO: Object to the form.</p> <p>16 Compound.</p> <p>17 THE WITNESS: I think that was before Mark 18 Dion. I think.</p> <p>19 BY MR. SKAGGS:</p> <p>20 Q. Do you remember if you signed a contract 21 with Excalibur?</p> <p>22 A. I don't know if we did.</p> <p>23 Q. Do you remember how much you got paid?</p> <p>24 MR. DELL'ANGELO: Object to the form.</p> <p>25 Foundation.</p>
<p style="text-align: right;">Page 35</p> <p>1 anything like that?</p> <p>2 A. Not for me. Not for me. I seen him train 3 other people, but not for me.</p> <p>4 Q. At what point did he become your manager?</p> <p>5 A. I don't know. That should be on file somewhere.</p> <p>6 Q. Was it after you moved out to San Diego?</p> <p>7 A. Yes, sir.</p> <p>8 Q. So during this whole time you're training 9 MMA. At what point did you decide that you thought 10 you could have a career as a professional MMA 11 athlete?</p> <p>12 A. I always thought I could have a career as an 13 MMA athlete as soon as I saw Randy beating somebody 14 up with his wrestling. So I've always thought I 15 would have a career.</p> <p>16 Q. At what point did you decide you would 17 actually pursue that?</p> <p>18 A. As soon as I started training Muay Tahi, 19 jiu-jitsu and grappling, I started competing around 20 the world in those specific events and winning 21 everywhere. So I already knew I was going to be set 22 for MMA. So I thought of myself as an MMA fighter as 23 soon as I joined links.</p> <p>24 Q. And what was your first professional MMA</p>	<p style="text-align: right;">Page 37</p> <p>1 THE WITNESS: Um, no, sir. I don't know if 2 I got paid.</p> <p>3 BY MR. SKAGGS:</p> <p>4 Q. You're not sure if you got paid at all?</p> <p>5 A. I don't remember. No, sir.</p> <p>6 Q. Is it possible you didn't get paid?</p> <p>7 A. It could have been. Earlier shows you had 8 to chase promoters right after the show. So I really 9 don't remember if I got paid or not for that one, or 10 if I was just like, ah, let's go.</p> <p>11 Q. What do you mean chase promoters?</p> <p>12 A. After the show is over, sometimes a promoter 13 would take off on the smaller shows and not pay their 14 fighters.</p> <p>15 Q. So they had agreed to pay a certain amount 16 of money, and then they would disappear?</p> <p>17 A. It happens, yes, sir.</p> <p>18 Q. Did it ever happen to you?</p> <p>19 A. I don't remember if it happened at 20 Excalibur. I don't.</p> <p>21 Q. Do you remember if it happened at any time?</p> <p>22 A. Not to me, no, sir. Unless it was at 23 Excalibur.</p> <p>24 Q. So that's the one?</p> <p>25 A. For me.</p>

Page 38	Page 40
<p>1 Q. Who do you compete with now? 2 A. I don't understand the question. 3 Q. Which MMA promotion do you compete with now? 4 A. For One Championship. 5 (Whereupon Defendant's Exhibit 59 6 was marked for identification.) 7 BY MR. SKAGGS: 8 Q. Mr. Vera, I've handed you what's been marked 9 Exhibit 59. Do you recognize this document or these 10 documents? 11 A. Yes, sir. 12 MR. SKAGGS: For the record, this is LE 13 Plaintiffs' 0042859. 14 BY MR. SKAGGS: 15 Q. What are these documents? 16 A. This is my contract with One Championship. 17 Q. If you could turn to the page that ends -- 18 and feel free to review it for as long as you need. 19 But I'll be first turning to the page that ends in 20 865. Are you there? 21 A. Yes, sir. 22 Q. Okay. Do you see the section -- there's a 23 "whereas," and then there's a C, section C. It 24 starts with "The fighter agrees." Do you see that? 25 A. Yes, sir.</p>	<p>1 Q. Who is that? 2 A. Mr. Hume. 3 Q. Matt Hume? 4 A. Yes, sir. 5 Q. And when was that verbal agreement made? 6 A. Before I signed this contract. 7 Q. And so what exactly was the verbal 8 agreement? 9 A. If it made sense, that I would be allowed to 10 fight outside the promotion. 11 Q. Made sense for who? 12 A. All parties involved. 13 Q. So One would have to agree to allow you to 14 fight outside the promotion? 15 A. Along with me having to agree. 16 Q. Right. So if One did not agree, then you 17 would not be allowed to fight outside One? 18 A. This is true. 19 Q. And the terms of this provision -- you would 20 agree that the terms of this provision as it's 21 written prevents you from competing with another MMA 22 promoter? 23 MR. DELL'ANGELO: Object to the form to the 24 extent that it calls for a legal conclusion. 25 THE WITNESS: I don't know. I really don't</p>
Page 39	Page 41
<p>1 Q. Could you read that section for me? 2 A. "The fighter agrees to appoint the company 3 as the fighter's sole and exclusive promoter for all 4 of the fighter future matches during the term and 5 defined herein, and to grant the commercial rights as 6 defined herein in favor of the company upon the terms 7 and conditions of this agreement." 8 Q. Does this provision prevent you from 9 competing with another MMA promoter? 10 MR. DELL'ANGELO: Object to the form. It 11 calls for a legal conclusion. 12 THE WITNESS: So the question you asked was, 13 does this prevent me? 14 BY MR. SKAGGS: 15 Q. Does this provision prevent you from 16 competing with another MMA promoter? 17 MR. DELL'ANGELO: Same objection. 18 THE WITNESS: It's hard to answer because 19 this document isn't -- there's also a verbal 20 agreement with the company if another promotion asks 21 for me, and it makes sense, then I can fight for 22 another promotion. 23 BY MR. SKAGGS: 24 Q. Who is that verbal agreement with? 25 A. The matchmaker.</p>	<p>1 know because I have a verbal agreement as well. So I 2 don't know how much this would hold. I don't know. 3 BY MR. SKAGGS: 4 Q. So you're not sure if One would uphold the 5 verbal agreement versus the written agreement? 6 A. One has not lied to me at all on anything. 7 So I hold their word in high value, in high regard. 8 Q. But ultimately you're not certain one way or 9 the other if you did ask to fight for another 10 promotion, if they would agree or not? 11 MR. DELL'ANGELO: Object to the form. 12 THE WITNESS: I don't know. 13 BY MR. SKAGGS: 14 Q. Okay. Is this provision what's known as an 15 exclusivity provision or an exclusivity clause? 16 MR. DELL'ANGELO: Object to the form. 17 THE WITNESS: I don't know. 18 BY MR. SKAGGS: 19 Q. Is it your understanding this provision 20 makes One your exclusive promoter? 21 MR. DELL'ANGELO: Objection. Calls for a 22 legal conclusion. 23 THE WITNESS: I don't know 24 BY MR. SKAGGS: 25 Q. You're not sure?</p>

<p style="text-align: center;">Page 190</p> <p>1 Q. So did you like wear the headphones and that 2 kind of thing? 3 A. Yes, sir. 4 Q. Do you have a contract with Dome Piece 5 Audio? 6 A. No, sir. 7 Q. Because I think you said Floyd's an old 8 friend? 9 A. Yes, sir. 10 Q. Has this finder's commission ever come up in 11 any other context with One? 12 A. No, sir. 13 Q. Do you know what the finder's commission 14 he's talking about is? 15 A. No, sir. 16 Q. Do you remember this email? 17 A. Yes, sir. 18 Q. Did you understand what he was talking about 19 when he sent it? 20 MR. KOFFMAN: Object to the form. 21 THE WITNESS: Um, if I find a cash sponsor 22 to bring onboard, it would be a 15 percent finder's 23 commission. I'm just reading what he wrote. 24 BY MR. SKAGGS: 25 Q. Uh-huh.</p>	<p style="text-align: center;">Page 192</p> <p>1 BY MR. SKAGGS: 2 Q. What do you mean by right person or right 3 deal? 4 A. Um, I don't know if the person was known 5 well enough. I don't know if the pay was high 6 enough. I didn't -- I didn't get involved. I just 7 mentioned it again, and then handed it off. 8 Q. What did you mention? 9 A. That I wanted to fight for Glory. I wanted 10 to be in a kickboxing matching. 11 Q. And who did you hand it off to? 12 A. I think I spoke to one of the owners of 13 Glory about it, and told them to contact One with 14 details to follow. And then I never heard anything 15 else. 16 (Whereupon Defendant's Exhibit 72 17 was marked for identification.) 18 BY MR. SKAGGS: 19 Q. So I've handed you what's been marked 20 Exhibit 72. It says LE Plaintiffs 0049146. And it 21 looks like a direct message from you to Michael Zahn. 22 Who's Michael Zahn? 23 A. I don't know. 24 Q. You don't know who that is? 25 A. No, sir.</p>
<p style="text-align: center;">Page 191</p> <p>1 A. I would imagine that's what he meant. 2 Q. Did you ever get this finder's commission? 3 A. No, sir. I stepped back. I put them in 4 touch, and they started talking. 5 Q. Is Dome Piece Audio a One sponsor now? 6 A. I don't believe it is. 7 Q. Do you know that it isn't, or you're just 8 not sure? 9 A. I don't think it is. 10 Q. Did you ever request -- strike that. 11 Did you ever make a request to One to 12 compete for Glory Kickboxing? 13 A. Yes, sir. 14 Q. Did they grant that request? 15 A. I don't believe we did. I don't believe 16 they did. 17 Q. Have you fought for Glory Kickboxing while 18 with One? 19 A. No, sir. 20 Q. So they said you weren't allowed to fight 21 for Glory while you were under contract with One? 22 MR. KOFFMAN: Object to the form. 23 THE WITNESS: I don't think it was -- 24 correct. I don't think it was the right person or 25 the right deal.</p>	<p style="text-align: center;">Page 193</p> <p>1 Q. So you don't know who you were texting? 2 MR. KOFFMAN: Objection to the form. Asked 3 and answered. 4 THE WITNESS: Is this a text? 5 BY MR. SKAGGS: 6 Q. Oh. I believe it's a Facebook message. 7 It's produced by the plaintiffs. 8 A. I have over half a million fans on my page. 9 About half a million fans, so I don't know. 10 Q. Well, the moral of the story, you don't know 11 who Michael Zahn is? 12 A. No, sir. 13 Q. Do you see you say, "I signed exclusive, and 14 the contract was better than my UFC one. The game is 15 changing." Do you see that? 16 A. Yes, sir. 17 Q. This is August 9th, 2014. What did you mean 18 by "I signed exclusive"? 19 A. I don't know. I guess that's what I wrote. 20 Maybe he was telling me to fight in the UFC or go 21 back to the UFC. I don't know. I don't know what 22 else was said before this for me to reply. 23 Q. Do you think you meant -- strike that. Did 24 you mean signed exclusive with One, based on the 25 date?</p>

Page 194

1 A. I guess. 8/9 -- I guess.
 2 Q. And you said "The contract was better than
 3 my UFC one." How is your One contract better than
 4 your UFC one?
 5 A. In terms of money, it wasn't better, but in
 6 terms of dealing with them, handling things with
 7 them, being spoken to in a respectful manner was way
 8 different than anything I've ever dealt with with
 9 UFC.
 10 Q. Your personal relationships and interactions
 11 were better with One, and that's why it was better
 12 than UFC? Is that right?
 13 A. Yes, sir. I can't think of anything else to
 14 add at this time, but I think that was the basic
 15 gist.
 16 Q. When you said the game was changing, what
 17 did you mean by that?
 18 A. That fighters are starting to figure out
 19 without them there would be no show. There is no him
 20 and me. That we're deserving a lot more than we as a
 21 collective group are receiving. And that the
 22 promoter is starting to realize this. People are
 23 starting to loosen their pockets and starting to try
 24 to make change now. That's what I meant.
 25 Q. Did you also mean that MMA athletes like

Page 195

1 yourself were starting to go to other organizations?
 2 MR. KOFFMAN: Object to the form.
 3 THE WITNESS: Um, no, sir. That's not what
 4 I meant.
 5 BY MR. SKAGGS:
 6 Q. Okay.
 7 (Whereupon Defendant's Exhibit 73
 8 was marked for identification.)
 9 BY MR. SKAGGS:
 10 Q. So you've been handed what's been marked
 11 Exhibit 73. This is an article, "Brandon Vera talks
 12 respect, family, and joining One FC," dated
 13 October 22nd, 2014. Do you recognize this document?
 14 A. Yes, sir.
 15 Q. So take your time looking through it, but
 16 let me know when you're ready. I'm going to point
 17 you to a section on page 2.
 18 A. Okay.
 19 Q. And so you see the part that says "I did
 20 have offers in the U.S.?" It's like in the middle of
 21 the page.
 22 A. Yes, sir.
 23 Q. It says, "I did have offers in the U.S.
 24 Everyone asks this question. Vera talking about why
 25 he signed with the Asian MMA company." What offers

Page 196

1 were you referring to there?
 2 A. Glory was calling, and also Bellator.
 3 Q. Were there any others?
 4 A. No, sir.
 5 Q. And when -- about what time period were
 6 those two organizations calling?
 7 A. I don't remember. They all came in at the
 8 same time. I thought I knew the date until we got
 9 snagged earlier. But I need to do more research, and
 10 maybe even call the ex-wife to find out when this
 11 happened.
 12 Q. I don't want to make you do that. So it was
 13 around the same time you were talking with One. Is
 14 that generally right?
 15 A. Yes, sir.
 16 Q. And how were those offers made? Were they
 17 in writing or over the phone or over email?
 18 A. Over the phone.
 19 Q. They were all over the phone?
 20 A. Yes, sir.
 21 Q. Who did you talk to at Bellator? Do you
 22 remember?
 23 A. I don't remember, sir. I don't remember.
 24 Q. Do you remember who you talked to at Glory?
 25 A. No, sir.

Page 197

1 Q. All right. You can set that document down.
 2 (Whereupon Defendant's Exhibit 74
 3 was marked for identification.)
 4 BY MR. SKAGGS:
 5 Q. So you've been handed what's been marked
 6 Exhibit 74. That's LE Plaintiffs 0038683. This is
 7 an email from Tammy Chan to you. Who is Tammy Chan?
 8 A. Tammy Chan works for One.
 9 Q. And what does she do there?
 10 A. I don't know. I don't know anybody's title.
 11 It seems like they all do the same stuff.
 12 Q. Okay. Generally like what do your
 13 interactions with her entail?
 14 A. She's at every event doing everything except
 15 for like the behind-the-scenes, camera-roll TV stuff.
 16 Q. So she does a lot?
 17 A. Uh-huh.
 18 Q. Do you see it says "One FC is a world-class
 19 sporting event"?

20 A. Yes, sir.
 21 Q. Do you agree with that?
 22 A. Yes, sir.
 23 Q. And then underneath it says "90 percent
 24 market share." What does that mean?
 25 MR. KOFFMAN: Object to the form. Calls for

<p style="text-align: right;">Page 226</p> <p>1 the best in the world was. Then it would be really 2 easy to answer. 3 BY MR. SKAGGS: 4 Q. You're not currently holding title? 5 MR. KOFFMAN: Object to the form. 6 THE WITNESS: I do currently hold title. 7 BY MR. SKAGGS: 8 Q. So when you say, we would want to find out 9 if we can hold a title, what do you mean by that? 10 A. I'd like to find out if we could fight for 11 other titles. Sorry. Maybe it didn't come out 12 right. 13 BY MR. SKAGGS: 14 Q. Is Fabiano Fernandes elite? 15 MR. KOFFMAN: Object to the form. Calls for 16 a legal conclusion. 17 THE WITNESS: I don't believe Fabiano ever 18 fought for the UFC as well, either. 19 BY MR. SKAGGS: 20 Q. Do you understand that Fabiano Fernandes is 21 ranged in the top ten worldwide in the bantam weight 22 class? 23 MR. KOFFMAN: Object to the form. 24 THE WITNESS: I did not know that. 25 ///</p>	<p style="text-align: right;">Page 228</p> <p>1 UFC's top ten, if he won, maybe I'd consider him 2 elite. Is that what you're asking? I can go with 3 that. 4 BY MR. SKAGGS: 5 Q. What about Roger Huerta? Is he elite? 6 A. In my personal opinion, Roger Huerta is a 7 solid fighter, but I do not know if he's elite. 8 BY MR. SKAGGS: 9 Q. Do you believe that -- in your opinion, is 10 he elite? 11 MR. KOFFMAN: Object to the form. That's 12 what he just answered. 13 THE WITNESS: That's what I just said I 14 thought. 15 BY MR. SKAGGS: 16 Q. And you don't know? 17 A. I don't know. 18 Q. So you can't say yes or no whether Roger 19 Huerta is elite? 20 MR. KOFFMAN: Object to the form. 21 THE WITNESS: No, sir. 22 BY MR. SKAGGS: 23 Q. Has he ever been elite, in your opinion? 24 MR. KOFFMAN: Object to the form. 25 THE WITNESS: I love him to death, but I</p>
<p style="text-align: right;">Page 227</p> <p>1 BY MR. SKAGGS: 2 Q. Would that change your opinion of whether or 3 not he's elite? 4 MR. KOFFMAN: Objection to the form. It 5 calls for speculation. 6 THE WITNESS: Watching him fight somebody in 7 the top ten would change my mind. 8 BY MR. SKAGGS: 9 Q. Regardless of who that person was fighting 10 with -- strike that. Regardless of which promotion 11 that other person was fighting with? 12 MR. KOFFMAN: Object to the form. You can 13 answer. 14 THE WITNESS: I'd like to see him fight 15 somebody in the top ten in the UFC. 16 BY MR. SKAGGS: 17 Q. And that would be the only way you would 18 ever consider him elite? 19 MR. KOFFMAN: Object to the form. 20 THE WITNESS: I don't know. 21 BY MR. SKAGGS: 22 Q. But he would then be elite even though he 23 wasn't in the UFC? 24 MR. KOFFMAN: Object to the form. 25 THE WITNESS: If he beat somebody from the</p>	<p style="text-align: right;">Page 229</p> <p>1 don't know if Roger Huerta has ever been elite. He 2 was a UFC fighter. And again, these are just my 3 personal opinions. So I don't know. I don't know if 4 he was ever elite. 5 (Whereupon Defendant's Exhibit 76 6 was marked for identification.) 7 BY MR. SKAGGS: 8 Q. Okay. You've been handed what's been marked 9 Exhibit 76. Do you recognize this document? 10 A. Yes, sir. 11 Q. And this is a declaration that you signed; 12 is that right? 13 A. Yes, sir. 14 MR. SKAGGS: For the record, this is ZUF 15 1562. 16 BY MR. SKAGGS: 17 Q. If you go to the second page of the 18 document, 1563, is that your signature at the bottom? 19 A. Yes, sir. 20 Q. And do you see where it says right above 21 that, "I declare under penalty of perjury that the 22 foregoing is true and correct"? 23 A. Yes, sir. 24 Q. Do you know what under penalty of perjury 25 means?</p>

Page 230

1 MR. KOFFMAN: Object to the form. Calls for
2 a legal conclusion.

3 THE WITNESS: I don't know what it means,
4 but I don't think it's a good thing.

5 BY MR. SKAGGS:

6 Q. What's your understanding of what it means?
7 A. If you do it, you could be fined or go to
8 jail.

9 Q. And when is this document dated?
10 A. The 25th day of July, 2011.

11 Q. So if you go back to the first page, the
12 last sentence in paragraph 1 says, "I have other
13 professional options besides MMA, including
14 professional boxing and wrestling, but I find that I
15 can earn more money in MMA than in these other
16 sports." Is that a true statement?

17 A. That is an untrue statement.
18 Q. That is not a true statement?
19 A. That is not a true statement.
20 Q. You did sign this declaration under penalty
21 of perjury?
22 A. I did.
23 Q. And so when you signed it, that was not a
24 true statement?
25 A. It's not a true statement.

Page 231

1 Q. Paragraph 2, it says, "I have fought for
2 other promotions including WAC. Some of those
3 promotions were outside the United States. It does
4 not matter where the promotion is located or even
5 where the bouts are held, provided that they are able
6 to generate sufficient fan interest to make the fight
7 profitable for the promotion and the fighters." Is
8 that a true statement?

9 A. Yes.
10 Q. Everything in paragraph 2 is true?
11 A. Yes, sir.
12 Q. Paragraph 3 says, "Since joining the UFC, my
13 compensation has increased substantially." Is that a
14 true statement?
15 A. Since joining. Since the very beginning,
16 yes.
17 Q. Paragraph 4 says, "Another significant part
18 of my compensation is sponsorship. I credit the UFC
19 with providing me with the increased exposure that
20 built my name recognition to the point where I could
21 command those sponsorships." Is that a true
22 statement?
23 A. I don't know if that statement is true or
24 not. I don't know when they started their \$50,000 --
25 their sponsor tax. And also on Number 3, a

Page 232

1 significant part of my compensation had consisted of
2 discretionary payouts by UFC -- by Zuffa. That's
3 never happened, either. On Number 3.

4 Q. What are you saying has never happened?
5 A. "A significant part of my compensation has
6 consisted of discretionary payouts by Zuffa." I
7 didn't mean to say it never happened. A significant
8 part of my compensation hasn't consisted of
9 discretionary payouts by Zuffa. So that's not right,
10 either.

11 Q. So you're saying that the second sentence of
12 paragraph 3 is an untrue statement?

13 A. Yes, sir.

14 Q. And it was untrue at the time you signed
15 this statement?

16 A. Yes, sir. So --

17 MR. KOFFMAN: There's no question pending.
18 THE WITNESS: Okay.

19 BY MR. SKAGGS:

20 Q. Paragraph 5 says "There are several reasons
21 why I believe the UFC is the best MMA organization to
22 fight in." Is that a true statement?

23 A. Yes, sir.
24 Q. Actually, could you read the second
25 sentence? It starts "First..."

Page 233

1 A. "First is, provide me with the best
2 compensation and incentives."
3 Q. Is that a true statement?
4 MR. KOFFMAN: Sorry. Let me just clarify.
5 Do you mean at the time of the document or now?
6 BY MR. SKAGGS:
7 Q. Was that a true statement at the time you
8 signed the document?
9 A. Before I was educated, yes, sir.
10 Q. Can you read the sentence that starts
11 "Second"?
12 A. "Second, it has expanded the most resources
13 in promoting me and the events that I have fought
14 in."
15 Q. Was that a true statement at the time that
16 you signed this declaration?
17 A. Yes, sir.
18 Q. Do you see one sentence after that sentence,
19 it starts, "I have personally used..." It's right in
20 the middle of that paragraph 5.
21 A. Yes, sir.
22 Q. Can you read the sentence that starts "I
23 have personally used..."
24 A. "I have personally used the fighter
25 insurance twice."

<p style="text-align: right;">Page 234</p> <p>1 Q. The next sentence, sorry. Could you read 2 the next sentence also?</p> <p>3 A. "Not only did UFC take care of all the 4 insurance issues, but UFC employees checked in on me 5 to see how I was doing."</p> <p>6 Q. Were those statements true at the time you 7 made them?</p> <p>8 A. I just found out recently that they probably 9 aren't -- a lot of my UFC medical bills went to 10 collections, and it's on my credit as paid, but in 11 collections. So I don't know when they took care of 12 those.</p> <p>13 Q. Was it true at the time that you made those 14 statements?</p> <p>15 A. I don't know if they paid the insurance 16 bills or not. I know I used insurance twice. That 17 part's correct. But them paying my insurance? Not 18 if it went to collections. Not them paying and 19 taking care of the bills. Not if my stuff went to 20 collections.</p> <p>21 Q. Do you see the last sentence in that 22 paragraph 5? It starts "Fifth..."</p> <p>23 A. "Fifth"?</p> <p>24 Q. Can you read that one?</p> <p>25 A. "The UFC is extremely well-run and</p>	<p style="text-align: right;">Page 236</p> <p>1 Strike Force, Zuffa was able to stage even more 2 evenly matched fights. This is better for me and 3 better for fans. Additionally, Strike Force will 4 benefit from being run by Zuffa. Zuffa will bring in 5 stability and organization of Strike Force. 6 Nonfighters, including my wife, Kerry Vera, will know 7 they have a fight scheduled eight to ten weeks out 8 instead of two to three weeks out."</p> <p>9 Q. Are the statements in that paragraph 10 true -- strike that.</p> <p>11 Were the statements in that paragraph true 12 at the time you made them?</p> <p>13 A. The last sentence. No. Fighters including 14 my wife Kerry Vera will know they have a fight 15 scheduled eight to ten weeks out instead of two to 16 three.</p> <p>17 Q. That's the only sentence in that paragraph 18 that's true?</p> <p>19 A. Yes, sir.</p> <p>20 Q. The other statements in that paragraph were 21 not true at the time you made them?</p> <p>22 A. No, sir.</p> <p>23 Q. Okay. Can you read paragraph 8?</p> <p>24 A. "I did not expect Zuffa's ownership of 25 Strike Force to affect my contract. Negotiating</p>
<p style="text-align: right;">Page 235</p> <p>1 organized."</p> <p>2 Q. Was that a true statement at the time you 3 made it?</p> <p>4 A. Yes, sir.</p> <p>5 Q. Can you read paragraph 6?</p> <p>6 A. "Other MMA organizations copied UFC's 7 winning formula, those who are in Wet Dreams, Titan 8 Fighting and Shark fights. For example, all have 9 televised events and compete for fighter talent with 10 the UFC prior to the acquisition. I consider all of 11 those to be equivalent promotions to Strike Force."</p> <p>12 Q. Were those true statements at the time you 13 made them?</p> <p>14 A. No, sir.</p> <p>15 Q. Which statements were not true at the time 16 you made them?</p> <p>17 A. The whole thing.</p> <p>18 Q. There was nothing true about that paragraph?</p> <p>19 A. No.</p> <p>20 Q. And you signed this declaration under 21 penalty of perjury?</p> <p>22 A. Yes, sir.</p> <p>23 Q. Can you read paragraph 7?</p> <p>24 A. "Zuffa's acquisition of Strike Force can 25 only be positive from my perspective. By acquiring</p>	<p style="text-align: right;">Page 237</p> <p>1 leverage any way, I do not feel I have any less 2 leverage negotiating for UFC. Having done a purchase 3 with Strike Force, that negotiating leverage is only 4 affected by my performance in Octagon."</p> <p>5 Q. Were those statements true at the time you 6 made them?</p> <p>7 A. No, sir.</p> <p>8 Q. Were any of those statements true at the 9 time you made them?</p> <p>10 A. No, sir.</p> <p>11 Q. Can you read paragraph 9?</p> <p>12 A. "I believe the Strike Force acquisition will 13 not change any for UFC and its many MMA competitors 14 to continue offering competitive compensation. Every 15 promotion has to continue to attract the best 16 fighters by offering competitive compensation. Other 17 promotions will have to pay higher salaries to get 18 the fighters to move from the UFC to their 19 promotions."</p> <p>20 Q. Were those statements true at the time you 21 made them?</p> <p>22 A. That's true. Everybody had to offer higher 23 compensation. But there was nobody around.</p> <p>24 Q. So which other promotions were you referring 25 to?</p>

<p style="text-align: right;">Page 238</p> <p>1 A. There wasn't any around. I don't think I 2 wrote this statement. I don't think this statement 3 is true.</p> <p>4 Q. So none of the statements in paragraph 9 are 5 true?</p> <p>6 A. No, sir.</p> <p>7 Q. And were not at the time that you signed 8 this declaration?</p> <p>9 A. No, sir.</p> <p>10 Q. Okay. Can you read paragraph 10?</p> <p>11 A. "I believe MMA fighters have lots of options 12 currently, leaving aside their ability to become 13 professional boxers, wrestlers or martial artists. 14 There are any number of new MMA promotions who are 15 entering the field, and who, if they market their 16 bouts skillfully, can do as well as any of the 17 existing promotions over time."</p> <p>18 Q. Were those statements true at the time you 19 made them?</p> <p>20 A. No, sir.</p> <p>21 Q. Were any of those statements true at the 22 time you made them?</p> <p>23 A. I don't know if -- some of them may have 24 been, but --</p> <p>25 Q. Which ones may have been?</p>	<p style="text-align: right;">Page 240</p> <p>1 Exhibit 77, LE Plaintiff's 48036. It's an email 2 from -- well, the top of the email chain is an email 3 from Brandon Vera to Heather Miller. Do you 4 recognize this document?</p> <p>5 A. Yes, sir.</p> <p>6 Q. I'll turn you to the second page of the 7 document, 037. It's an email from Heather Miller to 8 you. The last sentence of it reads, "If you have any 9 questions regarding the information contained in the 10 letter, or you do not agree with some of the 11 information included, please let me know, and changes 12 can be made before you sign." Do you remember 13 Ms. Miller sending you this email?</p> <p>14 A. Yes, sir.</p> <p>15 Q. And did you choose to make any changes to 16 the declaration?</p> <p>17 A. No, sir.</p> <p>18 Q. So you signed the declaration under penalty 19 of perjury unchanged?</p> <p>20 A. Yes, sir.</p> <p>21 MR. SKAGGS: Take a break, short.</p> <p>22 THE VIDEOGRAPHER: We are now going off the 23 record. The time is approximately 4:00 p.m.</p> <p>24 (A recess was had)</p> <p>25 THE VIDEOGRAPHER: We are now back on the</p>
<p style="text-align: right;">Page 239</p> <p>1 A. The ones we went over earlier.</p> <p>2 Q. I'm talking just about paragraph 10.</p> <p>3 A. Oh.</p> <p>4 Q. Were any of the statements in the paragraph 5 true -- strike that.</p> <p>6 Were any of the statements in paragraph 10 7 true at the time that you made them?</p> <p>8 A. No, sir.</p> <p>9 Q. None of those statements in paragraph 10 10 were true at the time you made them?</p> <p>11 A. No, sir.</p> <p>12 Q. So am I correct to say that of the ten 13 paragraphs in this declaration, nine of them 14 contained untrue statements?</p> <p>15 MR. KOFFMAN: Object to the form. You can 16 answer.</p> <p>17 THE WITNESS: Yes, sir.</p> <p>18 BY MR. SKAGGS:</p> <p>19 Q. That you swore to under penalty of perjury?</p> <p>20 MR. KOFFMAN: Object to the form.</p> <p>21 THE WITNESS: Yes, sir.</p> <p>22 (Whereupon Defendant's Exhibit 77 23 was marked for identification.)</p> <p>24 BY MR. SKAGGS:</p> <p>25 Q. So you've been handed what's been marked</p>	<p style="text-align: right;">Page 241</p> <p>1 record. The time is approximately 4:09 p.m.</p> <p>2 BY MR. SKAGGS:</p> <p>3 Q. Mr. Vera, who is Anne Curtis?</p> <p>4 A. Anne Curtis is one of the top actresses, 5 entertainers in the Philippines.</p> <p>6 Q. Are you starring in a movie with Ms. Curtis?</p> <p>7 A. I will be.</p> <p>8 Q. Is it filming right now?</p> <p>9 A. We start filming March sometime.</p> <p>10 Q. It's preproduction right now?</p> <p>11 A. Yes, sir.</p> <p>12 Q. How much are you getting paid to be in that 13 movie?</p> <p>14 A. I don't know if I'm allowed to say that.</p> <p>15 That's between me and my manager and group.</p> <p>16 MR. KOFFMAN: Can we just designate this 17 answer as "Attorney's eyes only" and keep it private? 18 I think we'll do it that way.</p> <p>19 [REDACTED]</p> <p>20 BY MR. SKAGGS:</p> <p>21 Q. Okay.</p> <p>22 [REDACTED]</p> <p>23 Q. U.S. dollars?</p> <p>24 A. Yes, sir.</p> <p>25 Q. Okay. I think you mentioned to us earlier</p>

1 you do acting. Is that the acting you were referring
 2 to?
 3 A. Yes, sir.
 4 Q. Are there any other acting jobs?
 5 A. Roles are coming up. They're starting to
 6 come in now. I have meetings when I get back to
 7 close deals.
 8 Q. How many deals are there currently?
 9 A. Three. Three on the floor.
 10 Q. Do you have any sense of how much you would
 11 get paid for those?
 12 A. No, sir. I have no idea. I need to decide.
 13 Q. Okay. And I believe you said you've also
 14 been starring in commercials; is that right?
 15 A. Shooting commercials, yes, sir, for
 16 FightCon. For car products out there.
 17 Q. How much have you gotten paid for those
 18 commercials?
 19 A. FightCon, I own part of the convention expo.
 20 The commercials, I received everything. In lieu of
 21 compensation, [REDACTED]
 22 [REDACTED]
 23 Q. And I believe you said earlier you've been
 24 doing speaking engagements; is that right?
 25 A. Yes, sir.

1 Q. How much do you get paid for those?
 2 [REDACTED]
 3 Q. How frequently are you doing those speaking
 4 engagements?
 5 A. I'll have more lined up when I get home.
 6 Q. How many have you done so far?
 7 A. One, before I came here.
 8 Q. Okay. Do you have any sense of how many
 9 more you'll have lined up?
 10 A. I have two waiting to call someone when I
 11 get back.
 12 Q. And your contracts with Zuffa didn't prevent
 13 you from doing any of the acting commercials or
 14 speaking engagements; is that right?
 15 MR. KOFFMAN: Objection. Calls for a legal
 16 conclusion.
 17 THE WITNESS: I don't know. With Zuffa, you
 18 said?
 19 BY MR. SKAGGS:
 20 Q. Right.
 21 A. I don't know what it would entail because of
 22 my image and likeness. I have no idea.
 23 Q. But you have been acting and being in
 24 commercials and doing speaking engagements post your
 25 time with Zuffa?

1 A. Yes, sir.
 2 Q. And as far as you're aware, nothing in your
 3 Zuffa contract has prevented you from doing that?
 4 MR. KOFFMAN: Object to the form.
 5 THE WITNESS: I don't know if anything in
 6 the contract prevents me from doing that, but I know
 7 nobody's contacted me.
 8 BY MR. SKAGGS:
 9 Q. And you have been doing it -- strike that.
 10 You have been acting, been in commercials, and been
 11 doing speaking engagements?
 12 MR. KOFFMAN: Objection. Asked and
 13 answered. You can answer again.
 14 THE WITNESS: Yes, sir.
 15 BY MR. SKAGGS:
 16 Q. What is the MMA FA?
 17 A. MMAFA is the Mixed Martial Artists Fighters
 18 Association.
 19 Q. Are you a member of the MMAFA?
 20 A. I am a member of the MMAFA.
 21 Q. Okay. What do they do?
 22 MR. KOFFMAN: Object to form.
 23 BY MR. SKAGGS:
 24 Q. What does the MMAFA do?
 25 A. Just organizing. Getting fighters together,

1 speaking about different things that have happened to
 2 them. What they want for change. What they would
 3 like to see happen when we do get an association
 4 together. Different policies. We just talk about
 5 association stuff.
 6 Q. Who are the MMAFA's executives?
 7 MR. KOFFMAN: Object to the form.
 8 THE WITNESS: Honestly, I don't know.
 9 BY MR. SKAGGS:
 10 Q. Do you know, is there someone that sort of
 11 leads them in the MMAFA?
 12 MR. KOFFMAN: Object to the form.
 13 THE WITNESS: I don't know who's leading the
 14 MMAFA.
 15 BY MR. SKAGGS:
 16 Q. Who else are you aware of that's involved in
 17 leading or managing the MMAFA?
 18 MR. KOFFMAN: Object to form. Go ahead.
 19 THE WITNESS: I think Rob is helping that
 20 along in some way, shape, or form. But it's really
 21 just fighters talking right now a lot about what we'd
 22 like to see happen.
 23 BY MR. SKAGGS:
 24 Q. When you said Rob, do you mean Rob Maysey?
 25 A. Yes, sir.

Page 258

1 CERTIFICATE OF DEPONENT
 2 PAGE LINE CHANGE REASON
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14

15 * * * * *

16
 17 I, BRANDON VERA, deponent herein, do hereby
 certify and declare the within and foregoing
 transcription to be my deposition in said action;
 that I have read, corrected and do hereby affix my
 signature to said deposition.

20
 21
 22 BRANDON VERA, Deponent

Page 259

1 REPORTER'S CERTIFICATE
 2 STATE OF NEVADA)
) SS:
 3 COUNTY OF CLARK)
 4 I, Jane V. Efaw, CCR No. 601, do hereby certify:
 5 That I reported the taking of the deposition of
 6 the witness, BRANDON VERA, at the time and place
 7 aforesaid;
 8 That prior to being examined, the witness was by
 9 me duly sworn to testify to the truth, the whole
 10 truth, and nothing but the truth;
 11 That I thereafter transcribed my shorthand notes
 12 into typewriting and that the typewritten transcript
 13 of said deposition is a complete, true and accurate
 14 transcription of said shorthand notes taken down at
 15 said time, and that a request has been made to review
 16 the transcript.
 17 I further certify that I am not a relative or
 18 employee of counsel of any party involved in said
 19 action, nor a relative or employee of the parties
 20 involved in said action, nor a person financially
 21 interested in the action.
 22 Dated at Las Vegas, Nevada, this _____ day of
 23 _____, 2017.

24
 25 Jane V. Efaw, CCR #601